

3. The breach-of-contract claims of Plaintiffs and Intervenor (Counts V–VI in the *Romero* Complaint, and Counts IV–V in the *Harris* and *McLaughlin* Complaints) fail because these individuals’ R830 and R1500 contracts were terminable at will.

4. The breach-of-contract claims of the new Plaintiffs based in Arizona (Counts V–VI in the *Romero* Complaint) fail based on the expiration of the applicable statute of limitations.

5. The breach-of-fiduciary-duty claims of the new Plaintiffs based in Tennessee (Count VII in the *Romero* Complaint) fail based on the expiration of the applicable statute of limitations.

WHEREFORE, Allstate respectfully requests that the Court grant its Motion to Dismiss, dismissing the above claims in the *Romero* Third Amended Complaint and the *Harris* and *McLaughlin* Intervenor Complaints with prejudice, and grant it all other appropriate relief.

* * *

Dated: July 28, 2015

Respectfully submitted,

/s/ Jordan M. Heinz

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CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of the foregoing was served on July 28, 2015, by the Court's Electronic Case Filing system and by electronic mail on all counsel of record.

/s/ Jordan M. Heinz